

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into 30 October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401, 9-240 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project on US 180 in the City of Flagstaff from MP 215.8 to approximately MP 216.2 contemplated by the State, the City has requested the State design and construct new water and sewer lines along Humphreys Street, water lines along Sullivan, and curb & gutter from Navajo Road to the end of the project at an (preliminary) estimated cost of \$36,493.00 for design and \$527,240.00 for construction, all at City expense, hereinafter referred to as the "Project".

4. The State has requested the City to accept a right-of-way near Kendrick Street as set forth in Exhibit A, attached hereto and made a part hereof, to be abandoned by the State and the City desires to accept said right-of-way as set forth below.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25595
Filed with the Secretary of State
Date Filed: 10/30/02

Betsy Bayless
Secretary of State

By William V. Haenewald

II. SCOPE OF WORK

1. The State will:

a. Provide to State and City standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or promptly resolve City review comments.

b. Prior to the commencement of design, invoice the City for the reasonable direct actual cost of the Project design, in an amount currently estimated at \$33,100 plus 5% for engineering administration and 5% for contingency for a total of \$36,493. Prior to the award of a project construction contract(s), invoice the City for the reasonable direct actual cost of the project construction (including a fixed 10% for mobilization, traffic control, and surveying), in an amount currently estimated at \$448,333 plus 12% for construction engineering and 5% for contingency for a total of \$527,240.

c. Call for bids, and with the concurrence of the City, award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related design and construction contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the State's project as agreed to by the City and the State.

d. Upon completion, approve and accept the Project in conjunction with the City. Within 90 days after project completion, provide the City a detailed accounting of the project costs, and refund or invoice the City any financial discrepancy.

e. The State will provide a reproducible Mylar plan set at time of bid and half size As-Builts. The As-Builts will be provided to the City within 30 days from final estimate.

f. Following the completion of the Project and upon approval by Resolution from the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for Kendrick Street and Navajo Road extension as shown on Exhibit A.

2. The City will:

a. Review the design documents to ensure compliance with City standards and provide comments to the State in a timely manner.

b. Within 30 days after receipt of a State invoice for design pay the State the cost of design of the Project, in an amount currently estimated at \$36,493 (including a 5% engineering administration cost and 10% for contingency). After State bid opening, but prior to the award of a construction contract(s), timely pay the State for the reasonable direct actual cost, which includes a 10% fixed cost for mobilization, traffic control, and surveying, and 12% for construction engineering of the City requested water and sewer line improvements, and curb and gutter in a (preliminary) amount currently estimated at \$527,240 (including 5% for contingency). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City on the Project as agreed to by the City and the State.

c. Retain the right to cancel the requested Project improvements (only) prior to the award of a State construction contract, e.g., the water and sewer line improvements, in the event of excessive cost.

d. Upon completion and acceptance by the State, provide Maintenance to the Project.

e. Waive the requirements of Arizona Revised Statutes Section 28-7209.

g. Upon approval of and by Resolution of the City Council, accept ownership jurisdiction and maintenance responsibility for Kendrick Street and Navajo Road extension as per Exhibit A.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project and payments, provided; however, that this agreement may be cancelled at any time prior to the commencement of project design performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

The City of Flagstaff
Deputy City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001-5399

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

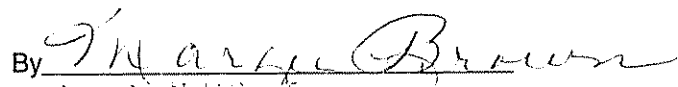
CITY OF FLAGSTAFF

By 
JOSEPH C. DONALDSON
Mayor

STATE OF ARIZONA

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

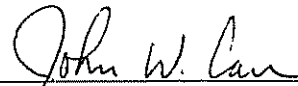
ATTEST

By 
Margie Brown
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF FLAGSTAFF for the purpose of defining responsibilities for the State to design and construct new water and sewer lines along Humphreys Street, water lines along Sullivan Street and street lighting from Fine Avenue to Navajo Road, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



JOHN W. CARR, P.E. Staff Engineer
Development Intermodal Transportation Division

for VICTOR M. MENDEZ, Director

RESOLUTION NO. 2002-63

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF AUTHORIZING ACQUISITION OF DESIGN, CONSTRUCTION AND ADMINISTRATIVE SERVICES FOR THE US 180 -- FINE AVENUE TO NAVAJO ROAD PROJECT.

WHEREAS, the Arizona Department of Transportation ("ADOT") and the City of Flagstaff ("City") have negotiated and desire to enter into an Intergovernmental Agreement ("IGA") pursuant to which ADOT would provide the City with improvements along US 180 - Fine Avenue to Navajo Road, including reconstruction of water and sewer lines, new street lights, painting of traffic signals and street lights and minor curb and gutter enhancements over and above the roadway work planned by ADOT at an estimated total project cost to the City for design, construction and administration of \$563,733; and

WHEREAS, ADOT also desires that the City accept a right-of-way near Kendrick Street as set forth in Exhibit A of the IGA, to be abandoned by ADOT; and

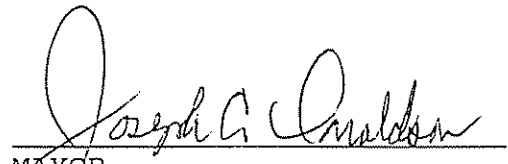
WHEREAS, the City desires to provide funding for such design, construction and administration services estimated at \$563,733 in exchange for the improvements described above and further desires to accept the above-referenced right-of-way to be abandoned by ADOT, all as set forth in the copy of the proposed IGA attached to the Staff Summary Report in support of this Resolution; and

WHEREAS, the City Council has reviewed the proposed IGA and finds that it is in the best interests of the City to enter into the IGA with the State;


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Intergovernmental Agreement between the State and the City submitted as an attachment to the Staff Summary Report for the City Council meeting of October 1, 2002, be hereby approved and the Mayor be authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Flagstaff.


PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 1st day of October, 2002.


MAYOR

ATTEST:


CITY CLERK

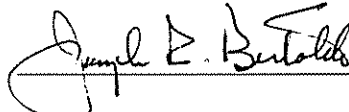
APPROVED AS TO FORM:


CITY ATTORNEY

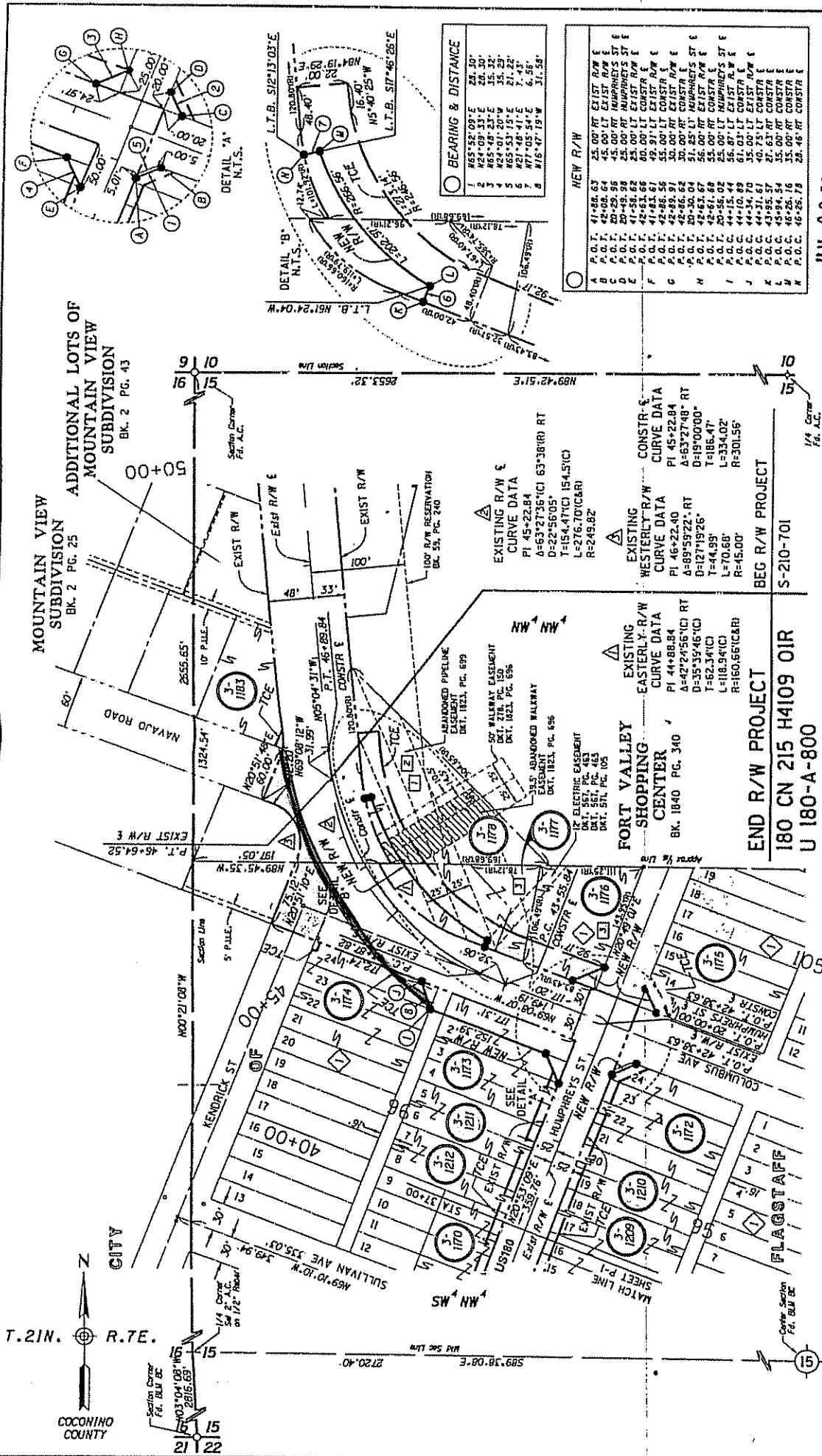
APPROVAL OF THE CITY OF FLAGSTAFF ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the City of Flagstaff and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of October, 2002.



Attorney



JUL 03 2002

CHANGE ORDER REVISIONS		DRAWING NO.		DATE		BY		DESCRIPTION OF REVISIONS	
1		D-3-T-586		SEE ATTACHED SURT					
2		RES/ FEB 02							
3		J. SHARPE							
ADDITIONAL LOTS OF MOUNTAIN VIEW SUBDIVISION		PROJECT NAME		FLAGSTAFF - VALLE		PRELIMINARY		NOT FOR	
U 180-A-800		FEDERAL RIGHT-OF-WAY		U 180-A-800		CONSTRUCTION		OR RECORDING	
180 CN 215 H4109 OIR		SHEET NO.		01/03/02		01/03/02		01/03/02	
180-A-800		SHEET NO.		01/03/02		01/03/02		01/03/02	
FINE AVE. - NAVAJO ROAD, FLAGSTAFF		SHEET NO.		01/03/02		01/03/02		01/03/02	

- 1 UNDEFINED WATER MAIN EASEMENT, BK. 5, PG. 440
- 2 UNDEFINED ELECTRIC EASEMENT, DKT. 190, PG. 470
- 3 UNDEFINED UTILITY EASEMENT, DKT. 239, PG. 507

MT. ELDEN HEIGHTS
ADDITION TO THE
CITY OF FLAGSTAFF
BK. 1 PG. 29 & 34



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-1680
FACSIMILE: (602) 542-3646

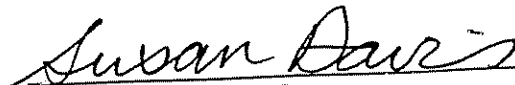
INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1526TRN (JPA 02-131), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 23, 2002.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.